



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

*NCS 698044-29* SPECIAL WARRANTY DEED  
(Days Inn & Suites Pima)

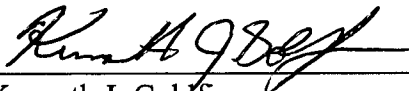
For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZENITH ARIZONA, INC., a Minnesota corporation ("*Grantor*"), whose address is 2305 West Superior Street, Duluth, Minnesota 55806, hereby CONVEYS AND SPECIALLY WARRANTS TO ZAC NC ASSET INVESTORS, LLC, a California limited liability company ("*Grantee*"), whose address is 1855 Olympic Boulevard, Ste. 300, Walnut Creek, California 94596, that certain real estate situated in the City of Scottsdale, County of Maricopa, State of Arizona, that is legally described on Exhibit A attached hereto and made a part hereof, subject to the "Permitted Exceptions" set forth on Exhibit B attached hereto and made a part hereof.

Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee that, except for and subject to the Permitted Exceptions, (i) it has not done or suffered to be done, anything whereby the said real estate hereby granted are, or may be, in any manner encumbered or charged, and (ii) it will warrant and defend said real estate hereby granted against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Dated this 20 day of August, 2015.

GRANTOR

ZENITH ARIZONA, INC., a Minnesota corporation

By:   
Name: Kenneth J. Goldfine  
Its: President

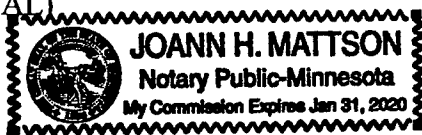
STATE OF MINNESOTA   )  
  ) SS  
COUNTY OF ST. LOUIS   )

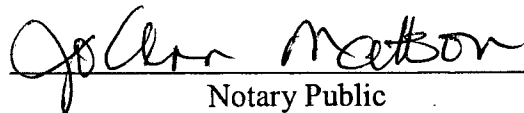
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kenneth J. Goldfine, the President of Zenith Arizona, Inc., a Minnesota corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said entity on its own behalf and in the capacity shown, for the uses and purposes therein set forth.

Unofficial Document

GIVEN under my hand and notarial seal this 14 day of August, 2015.

(SEAL)



  
Notary Public

My commission expires:

01-31-2020

This document prepared by:

Sheppard Mullin Richter & Hampton LLP  
70 W. Madison St., 48<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attn: Michael J. Roth

After recording mail to:

c/o Hall Equities Group  
1855 Olympic Boulevard, Ste. 300  
Walnut Creek, California 94596

Mail tax bills to:

c/o Hall Equities Group  
1855 Olympic Boulevard, Ste. 300  
Walnut Creek, California 94596

## EXHIBIT A TO DEED

## LEGAL DESCRIPTION

## PARCEL NO. 1:

LOT 1, TRACTS A AND B OF REPLAT OF A PORTION OF THE INNER CIRCLE SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1120 OF MAPS, PAGE 44.

## PARCEL NO. 2:

AN EASEMENT FOR ROADWAY AND PUBLIC UTILITIES OVER THE SOUTH 53.00 FEET OF THE NORTH 150.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SET FORTH IN INSTRUMENT RECORDED JUNE 29, 1966 AS DOCKET 6109, PAGE 90.

Property address: 7330 N. Pima Rd., Scottsdale, AZ 85258

A.P.N(s): 174-08-939 5; 174-08-940 6; 174-08-941 3

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EXHIBIT B TO DEED  
PERMITTED EXCEPTIONS

1. Taxes for the full year of 2015.

(The first half is due October 1, 2015 and is delinquent November 1, 2015. The second half is due March 1, 2016 and is delinquent May 1, 2016.)

2. Any charge upon said land by reason of its inclusion in Inner Circle Homeowners Association, Inc paid current.

3. Any charge upon said land by reason of its inclusion in Pima Inn Condominium Association paid current.

4. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 6145, Page 60; amended as Docket 7186, Page 975; recorded as Docket 7217, Page 612; recorded as Docket 7217, Page 617; recorded as Docket 7282, Page 282; recorded as Docket 15329, Page 113; recorded as Docket 15329, Page 127; recorded as Docket 15329, Page 141; recorded as Docket 15329, Page 154; recorded as Docket 15388, Page 394; Assignment of Rights recorded as Docket 10285, Page 671; Use Restrictions and Rules recorded as 90-139495 of Official Records and recorded as 90-139496 of Official Records, but deleting any covenant, condition or restriction indicating a preference, <sup>Unofficial Document</sup> limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

5. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 15758, Page 1344; Declaration of Annexation recorded as 84-510193 of Official Records and First Amendment recorded as 2002-892546 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

6. Terms and provisions of an unrecorded lease dated April 20, 1999, by and between Zenith Arizona, Inc. as lessor and AT&T Wireless PCS, Inc. d/b/a AT&T Wireless Services as lessee, as disclosed by a Memorandum of Option and Site Lease recorded June 03, 1999 as 99-534138 of Official Records and Memorandum of Second Amendment recorded July 26, 2012 as 2012-0660956 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

7. The terms and provisions contained in the document entitled "Agreement AZ 433/Home Depot, as disclosed by Memorandum" recorded January 17, 2003 as 2003-061356 of Official Records.

8. All matters as set forth in Reciprocal Easement and Management Agreement, recorded January 12, 1982 as Docket 15758, Page 1327 and First Amendment recorded as 2002-892547 of Official Records.

9. An easement for pipes, lines and incidental purposes in the document recorded as Docket 2956, Page 549.

10. An easement for roadway and incidental purposes in the document recorded as Docket 13344, Page 239.

11. An easement for utilities and incidental purposes in the document recorded as 95-759388 of Official Records.

12. An easement for non-exclusive and incidental purposes in the document recorded as 2006-434402 of Official Records.

13. Encroachment of an undisclosed improvement onto City of Scottsdale right-of-way as disclosed by Indemnity Agreement recorded May 24, 1983, as 83-197620 of Official Records and the Terms and Conditions contained therein.

14. An easement for drainage and flood control and incidental purposes in the document recorded as 2011-0955161 of Official Records.

Thereafter, City of Scottsdale Release of Easement (Individual) recorded April 24, 2012 as 2012-0340070 of Official Records. Unofficial Document

Thereafter, City of Scottsdale Release of Easement (Individual) recorded April 24, 2012 as 2012-0340071 of Official Records.

15. An easement for drainage and flood control and incidental purposes in the document recorded as 2012-0084186 of Official Records.

16. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Replat of a Portion of the Inner Circle Subdivision, as recorded in Plat Book 1120 of Maps, Page(s) 44, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

17. All matters as set forth in Waiver of Right to Make a Claim Under Proposition 207, recorded June 27, 2012 as 2012-0561761 of Official Records.

18. Water rights, claims or title to water, whether or not shown by the public records.

19. An unrecorded lease dated April 9, 1997, executed by Zenith Arizona, Inc., d.b.a. Scottsdale Pima Inn and Suites as lessor and Western PCS BTA I Corporation, a Delaware corporation as lessee, as disclosed by a Memorandum of Lease recorded October 14, 1998 as 98-0913762 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

Amendment to memorandum of lease recorded July 21, 2015 as Instrument No. 20150522782.

20. Unrecorded lease in favor of Sprint/Nextel.

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